

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant ARNOLD McGRATH Worldwide, INC. 110 Fifth Avenue New York, NY 10011		2. Registration No. 5500
3. Name of foreign principal GOVERNMENT of BERMUDA Department of TOURISM	4. Principal address of foreign principal Global House 43 Church Street Hamilton HM12 BERMUDA	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. DEPARTMENT OF TOURISM b) Name and title of official with whom registrant deals. MRS. JUDITH HALL-BEAN, DIRECTOR OF TOURISM		
7. If the foreign principal is a foreign political party, state: N/A a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim		

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal


Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A	Name and Title	Signature
Apr. 11, 2002	TAFINERAY EUP-CFO	

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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1. Name of Registrant

ARNOLD McGRATH Worldwide INC

2. Registration No.

5500

3. Name of Foreign Principal

GOVERNMENT of BERMUDA Department of TOURISM

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.


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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

ARNOLD McGRATH will perform the services customarily performed by an Advertising Agency in connection with the preparation and placement of advertising for three consumer segments across North America: leisure travel, group and incentive travel, and travel trade.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B April 1, 2002	Name and Title T A Finneran EUP-CFO	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.



Bermuda

Department of Tourism

April 1st, 2002

Mr. Robert Moorman
Executive Vice President
Arnold McGrath Worldwide
110 Fifth Avenue
New York, NY 10011

Exhib, TB
Form CRM-153
#4 Formal Written
Contract

Dear Sir:

This letter will serve as an Agreement between the Government of Bermuda and Arnold McGrath Worldwide, whose principal place of business is situated at 110 Fifth Avenue, New York, New York, 10011, hereafter referred to as ArnoldMcGrath for the provision of advertising services. The Department of Tourism ("DOT"), whose principal place of business is located at Global House, 43 Church Street, Hamilton, Bermuda, HM 12, will act on behalf of the Bermuda Government in the execution of this Agreement.

ArnoldMcGrath's Responsibilities

1. ArnoldMcGrath will perform the services customarily performed by an advertising agency in connection with the preparation and placement of advertising for three consumer segments across North America: leisure travel, group & incentive travel, and travel trade. These services will include: developing strategic plans; market research analysis; measuring strategic performance; developing and recommending media objectives and strategies; developing media plans; negotiating media merchandising programs; managing execution of merchandising programs (to include creative); media negotiation and buying; media tracking; implementing approved plans through the creation of ad copy, artwork, scripts etc; monitoring the quality and placement of finished advertising materials and the placement of such materials in the media; creative consultation, and media planning and buying relating to the Internet; providing account management liaison to DOT Marketing, and DOT Field Sales; work with ArnoldMcGrath affiliates in Canada to provide advertising services for the Canadian market. Work closely with Bermuda Intergrated Marketing Team, comprised of our Direct Marketing and Public Relations agencies. On an ongoing basis, communicate ad plan details, and share ad copy with Bermuda's Call Center & DOT Field Sales. Finally, ArnoldMcGrath will develop and implement a global brand identity and graphic standards.

2. ArnoldMcGrath will secure, at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with DOT. All of the services required hereunder will be performed by ArnoldMcGrath or under its supervision,

and all personnel engaged in the work shall be fully qualified to perform such services.

3. DOT shall be responsible for obtaining all work permits as required by the laws and regulations of the Government of Bermuda for the performance of duties and responsibilities in accordance with this Agreement in the Islands of Bermuda.

4. During the continuance of the Agreement, ArnoldMcGrath shall, unless prevented by unavoidable circumstances, diligently and faithfully use their best endeavors with all appropriate skill and ability in carrying out and performing the services for the DOT upon, but not limited by, the terms and conditions contained in this Agreement.

Compensation

5. ArnoldMcGrath will be compensated for the performance of its services as specified in paragraph 1 by an annual fee ("Annual Fee") which will be billed in twelve monthly installments. Such Annual Fee will exclude compensation for services rendered by *RB&K Advertising* (local agency partner) but include media buying and planning services provided by Media Planning LLC. During the twelve months of this Agreement commencing April 1, 2002, ArnoldMcGrath will bill DOT and DOT will pay an Annual Fee of one million, three hundred thousand dollars (\$1,300,000.00). The Annual Fee will be billed in monthly installments of one hundred and eight thousand, three hundred and thirty three dollars and thirty-three cents (\$108,333.33). Invoices for the fee will be rendered on the first day of each month and are due to ArnoldMcGrath by the 30th of that month.

Operating Procedures

6. ArnoldMcGrath will obtain DOT's written approval before making commitments. If occasional circumstances necessitate that advance approvals be oral, ArnoldMcGrath will obtain subsequent written confirmations as promptly as practicable.

7. It is understood that DOT reserves the right to modify, revise, or cancel any plans, schedules, or work, and in the event DOT notifies ArnoldMcGrath that DOT wishes to do so, ArnoldMcGrath will take steps as promptly as practicable to give effect to DOT's instructions. In connection with any such action, DOT agrees to pay ArnoldMcGrath according to the terms of this agreement for any work done, including any contracts and commitments ArnoldMcGrath is unable to cancel, and to reimburse ArnoldMcGrath for any cancellation penalties incurred.

8. Billings to DOT will be rendered as follows:

(a) Charges for media will be billed by type on a monthly basis, under one invoice for each estimate (covering all payments due under the estimate during the following month). Where required, adjusting invoices or credits will be issued after ArnoldMcGrath has reviewed individual charges from the media. Payment for media charges is due in accordance with the due dates specified on the invoices.

(b) Fifty percent of estimated production charges will be billed to DOT upon approval of each production estimate, all additional production charges will be billed at the completion of the job.

A revised production estimate will be submitted whenever it appears during the course of a job that the total cost specified in the original estimate will exceed the prior approved amount by 10% or more. All payments for production charges are due 30 days from invoice date. Supporting vendor invoices for all production charges will be provided with the final bill.

(c) Arnold McGrath will be entitled to bill DOT, at net cost, for all necessary incidental expenses incurred for Bermuda's account in connection with Arnold McGrath's rendition of services and performance of duties hereunder, including but not being limited to all consumer and competitive research (including radio and TV reports), all travel, the cost of packaging advertisement material for shipment; postage, express and other transportation charges for the shipment of such materials; telephone and telegraph charges; travel expenses for personnel required in connection with location photography; copyright charges; import duties and other customs-house charges; expenses in connection with securing of testimonials and releases; and all separable traveling, delivery, communication and other expenses incurred by Arnold McGrath at Bermuda's request. All payments for incidental expenses are due 30 days from invoice date.

It is understood and agreed that the total amount of the media and production budget currently anticipated for the twelve month period of this agreement shall not exceed the sum of eight million, two hundred thousand dollars (\$8,200,000).

9. It is understood that a basic principle of the DOT/ArnoldMcGrath relationship will be that DOT's funds are to be in ArnoldMcGrath hands in time for ArnoldMcGrath to meet the payment dates of media and to earn any cash discounts offered. Accordingly, invoices for media space and time will be rendered with specified due dates and DOT will pay each invoice on or before its due date.

10. In invoicing DOT, ArnoldMcGrath will allow the same cash discounts (in dollar amounts) as granted to ArnoldMcGrath by media. However, it is understood that DOT is entitled to retain such discounts only when payment is

made on or before the invoice due date. In the event that payment is not made in this manner, ArnoldMcGrath will charge back to DOT any discounts allowed.

Miscellaneous

11. Except for media space and time that ArnoldMcGrath purchases as principal to carry DOT advertising, purchases of materials, services, and rights on behalf of DOT will be made by ArnoldMcGrath, as agent for DOT and, as between DOT and ArnoldMcGrath, the materials, services, and rights so acquired will be the property of DOT.

12. Provided all sums due and owing ArnoldMcGrath have been paid to ArnoldMcGrath by DOT, it is understood that any plans or ideas developed by ArnoldMcGrath, including layouts, storyboards, and the like, will be DOT property.

Indemnification

13. It will be the responsibility of ArnoldMcGrath to make certain that the necessary contracts or releases have been obtained with or from those whose names, likenesses, testimonials, scripts, musical compositions, or similar materials or rights are used in DOT advertising or other materials prepared under this agreement, and ArnoldMcGrath agrees to indemnify DOT against any liabilities and expenses (including reasonable attorney's fees) DOT may incur as a result of claims and/or proceedings relating to libel, slander, defamation, invasion of privacy, plagiarism, idea misappropriation, and infringement of copyright, property right, title or slogan. ArnoldMcGrath warrants that they have fully satisfied themselves as to the scope and nature of the services and of the obligations under this Agreement. In addition, ArnoldMcGrath shall be liable for and shall indemnify DOT against any expense, liability, loss claim or proceedings in respect of any loss of or injury or damage to any property, real or personal, insofar as such loss, injury or damage arises out of, in the course of, or by reason of the performance of the services hereunder and only to the extent that the same is due to any negligence, breach of statutory duty, omission or default of ArnoldMcGrath, its employees or agents or of any person employed or engaged by ArnoldMcGrath. Arnold McGrath shall during the term of this agreement, maintain in force policies of insurance with reputable insurers or underwriters. Arnold McGrath's insurance obligations hereunder shall not modify Arnold McGrath's obligations to indemnify the DOT as specified in this agreement.

14. It will be the responsibility of DOT to review all materials prepared under this agreement to confirm the accuracy and legality of the descriptions and depictions of DOT products (i.e, factual information about and/or related to Bermuda, package information, etc.), as well as any competitive products described or depicted, and DOT agrees to indemnify ArnoldMcGrath against any liabilities and expenses (including reasonable attorneys' fees) ArnoldMcGrath

may incur as a result of claims and/or proceedings relating to false, deceptive, or misleading description, depiction, or comparison of DOT and/or competitive products, provided the materials were approved by DOT prior to their use. In all other respects but only to the extent that they specifically relate to the indemnities as set forth in paragraph 13, above, it is the responsibility of ArnoldMcGrath to ensure that the materials prepared under this Agreement do not infringe any laws of either Federal, State or Municipality of the United States and/or Canada and save as to the description or definition of DOT products, ArnoldMcGrath will indemnify DOT against all liabilities and expenses (including reasonable attorneys fees) which DOT may incur as a result of proceedings arising from any materials produced by it under the Agreement.

Confidentiality

15. ArnoldMcGrath acknowledges its responsibility both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by ArnoldMcGrath on behalf of DOT or disclosed by DOT to ArnoldMcGrath. No copies of the data or report will be made or distributed to any party other than DOT. ArnoldMcGrath will not talk or correspond with the Bermuda media or politicians without the express written permission of the DOT. Arnold McGrath's obligations as set forth in this paragraph shall not extend to any information or data in the public domain other than by breach of this agreement on the part of Arnold McGrath, rightfully received from a third party without any obligation of confidentiality, rightfully known to Arnold McGrath without any limitation on use or disclosure prior to its receipt from DOT, or generally made available to third parties by DOT without restriction of disclosure.

16. ArnoldMcGrath will safeguard DOT advertising materials in its possession, and will be responsible for their loss, damage or destruction, where such loss, damage or destruction is due to ArnoldMcGrath's negligence.

Agency Records

17. ArnoldMcGrath agrees that it will retain records and files relating to its dealing on behalf of DOT with media, production vendors, and other third parties for at least three years after the close of the year in which each particular transaction takes place. ArnoldMcGrath further agrees that during the term of its appointment and for three years thereafter, representatives of DOT may examine such records and files upon reasonable notice and during normal business hours. It is understood that the foregoing does not include ArnoldMcGrath salary data, overheads and other internal ArnoldMcGrath costs, or non-billable expenses. Prior to conducting the audit, DOT and/or representatives of DOT that are involved with the audit agree to execute a confidentiality agreement.

Severability

18. If any provision of this Agreement should be held to be invalid in any way or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

Force Majeure

19. Notwithstanding any other provision of this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due entirely to causes beyond the reasonable control of the party charged with such responsibility including, but not limited to causes such as strikes, lock-outs, or other labor disputes, riots, civil disturbances, actions or inaction of Government authorities or suppliers, epidemics, wars, embargoes, storms, floods, fires, earthquakes, acts of God, or public enemy, computer downtime or the default of a common carrier (hereinafter called the "Force Majeure Event".)

If either party is prevented from performing any of its services under this Agreement due to the Force Majeure Event, it shall notify the other of that fact in writing within ten days of the contractual date for performance of such services.

If the circumstances preventing performance are still continuing sixty days from and including the date when a party sends such notice, then either party may give written notice to the other terminating the Agreement. Such written notice must be received whilst the Force Majeure Event is still continuing.

If the Agreement is terminated in this way, ArnoldMcGrath shall refund any payment which the DOT has already paid for any unperformed services under this Agreement.

Waiver

20. No waiver by either party whether express or implied of any provision of the Agreement or a waiver of any breach or default of either party shall constitute a continuing waiver or of any other provision of this Agreement unless made in writing and signed by the party against whom the waiver would otherwise be enforced.

Notices

21. Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party

shown, or by facsimile transmission, or by electronic mail, and shall be deemed to have been received by the addressee within seven days of posting or twenty-four hours if sent by facsimile transmission, or by electronic mail, to the correct facsimile number or electronic mail number of the addressee. Notices should be sent as follows:

If to ArnoldMcGrath
Mr. Robert Moorman
Executive Vice President
Arnold McGrath Worldwide
110 Fifth Avenue
New York, NY 10011
Fax (212) 463 1080
Email: rmoorman@arny.com

If to Bermuda Department of Tourism
Mrs. Judith Hall-Bean
Director of Tourism
Bermuda Department of Tourism
Global House, 43 Church Street
Hamilton HM 12, Bermuda
Fax: (441) 2927537
Email: jhbean@gov.bm

22. Each of the parties shall give notice to the other of the changes or acquisition of any address or telephone or similar number at the earliest opportunity, but in any event within forty-eight hours of such change or acquisition.

Warranty

23. Each of the parties warrant its power to enter into this agreement and has obtained all necessary approvals to do so.

Non Assignment

24. Neither party shall assign or sub-contract any of its rights or obligations hereunder without the other's express written consent.

Title and Paragraph Headings

25. Title and paragraph headings contained in this Agreement are for convenient reference and do not constitute part of this Agreement.

Amendments

26. No amendment or modification of this Agreement or any provision of this Agreement shall be effective unless in writing and signed by both parties.

Assignment of Responsibilities

27. ArnoldMcGrath shall provide for a Project Team who will liaise with the officer assigned by DOT with responsibility for the execution of the terms of this

Agreement. DOT shall assign the Assistant Director, Marketing, with responsibility for the management of this contract on its behalf.

Term and Termination

28. This agreement will take effect from April 1, 2002 and will continue for one year. DOT will give ArnoldMcGrath the opportunity to propose terms for the renewal of this Agreement for a further term of one year. It is understood and agreed that in the event that DOT chooses not to renew this Agreement or if either party intends to terminate the agreement after April 1, 2003 the non-renewing or terminating party must provide at least 90 days prior written notice to the other. The respective rights and responsibilities of DOT and ArnoldMcGrath will continue in force during the notice period, including the ordering and billing by ArnoldMcGrath of space and time in media and the receipt by ArnoldMcGrath of any fees earned (regardless of whether the advertising runs during or after the notice period or whether it is created or place by ArnoldMcGrath or someone else). Termination of ArnoldMcGrath appointment will be effective at the end of the notice period. Upon termination:

(a) ArnoldMcGrath will bill DOT for all amounts remaining due under this agreement (to the extent it had not done so already) and DOT will pay such amounts;

(b) Upon payment by DOT of all indebtedness due Arnold McGrath, ArnoldMcGrath will within 30 days after termination, ship or deliver to DOT (or if DOT prefers, to any successor agency), at DOT's expense, all materials belonging to DOT that are in the possession or control of ArnoldMcGrath.

(c) ArnoldMcGrath will within 30 days after termination, transfer to DOT, and DOT will accept, all rights and obligations under existing contracts or commitments entered into by ArnoldMcGrath (whether as principal or agent) on behalf of DOT and with its approval, except that any non-transferable contract or commitment will be carried to completion by ArnoldMcGrath, and paid for in accordance with the terms of this agreement by DOT, unless some other mutually-acceptable approach is agreed to in writing.

29. Either party hereto may terminate this Agreement if the other party fails to observe or perform any material provision of this Agreement and fails to remedy such material breach within thirty days after written notice thereof has been given to the party in breach.

Agency for Competitors

30. ArnoldMcGrath agrees that during the term of this Agreement it will not engage or be interested either directly or indirectly in providing for a county, state or province services of a kind provided for in this Agreement to any other beach

destinations located within the Caribbean islands, Mexico and the Eastern Continental U.S.

Governing Law and Dispute Resolution

31. This Agreement shall be governed by and construed in accordance with the law for the time being of Bermuda. If any dispute or difference shall arise between the parties hereto touching any clause, matter or thing whatsoever herein contained or the operation or construction thereof or any matter or thing in any way connected with this Agreement then in every such case, the dispute or difference shall be heard in Bermuda and determined by a single arbitrator to be mutually agreed upon by the parties. In the event that the parties cannot agree on an arbitrator, then they shall agree to accept an arbitrator to be appointed by the President of the American Association of Advertising Agencies. The decision of the arbitrator shall be final binding and conclusive on the parties hereto.

Entire Agreement

32. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supercedes and replaces all agreements, arrangements and understandings relating to the subject matter hereof, whether reduced to writing or not, that may have preceded this Agreement.

It is understood that the above terms will be subject to review at the request of DOT or ArnoldMcGrath in light of changing business circumstances.

Provided the foregoing meets with the approval of ArnoldMcGrath, please sign and return the enclosed copy of this letter of agreement.

Very truly yours,

Government of Bermuda

By: 

Title: Director of Tourism

Date: 17th April 2002

Accepted:

ArnoldMcGrath

By: 

Title: Executive Vice President